

FILED (DROP BOX)

AUG 10 2020

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
BY WESTERN DISTRICT OF WASHINGTON DEPUTY

SEALED

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware  
corporation; and J.L. CHILDRESS CO., INC.,

Plaintiffs,

v.

TANG ZHI, an individual, d/b/a Kelvee;  
JIELONG ZHENG, an individual, d/b/a Kelvee;  
ZHENG SONG JIANG, an individual, a/k/a  
Songjiang Zheng, d/b/a Mibim; PAN YONG  
JIE, an individual, d/b/a Haioumo; ZHAO  
YINHANG, an individual, d/b/a Baby Artifact;  
ZHANG QI, an individual, d/b/a Baby Artifact;  
LI SHUANG YIN, an individual, d/b/a Baby  
Artifact; SUUAN YUADN, an individual, d/b/a  
Baby Artifact; CHEN GUANGZHAO, an  
individual, d/b/a Ceciltga; CAROLYN  
MEYER, an individual, d/b/a Ceciltga; ZHANG  
JIN YONG, an individual, d/b/a Spenceria; and  
DOES 1-10,

Defendants.

**20-CV-1215** RSM

No.

COMPLAINT FOR DAMAGES  
AND EQUITABLE RELIEF

[FILED UNDER SEAL]

I. INTRODUCTION


1. This case involves the Defendants' unlawful and expressly prohibited sale of counterfeit J.L. Childress Co., Inc. ("J.L. Childress") childcare travel accessories on Amazon.com. Amazon and J.L. Childress jointly bring this lawsuit to permanently prevent and enjoin Defendants from causing future harm to Amazon's and J.L. Childress' customers,

1 reputations, and intellectual property, and to hold Defendants accountable for their illegal  
2 actions.

3       2.       The Amazon stores offer products and services to customers in more than 100  
4 countries around the globe. Some of the products are sold directly by Amazon, while others are  
5 sold by Amazon's numerous third-party selling partners. The Amazon brand is one of the most  
6 well-recognized, valuable, and trusted brands in the world. In order to protect customers and  
7 safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources  
8 to prevent counterfeit goods from being sold in its stores.

9       3.       Jan Childress founded J.L. Childress more than thirty years ago after identifying  
10 a need for products to assist parents like herself in meeting the demands of working full time  
11 while caring for a baby. Today, her two daughters, Kate and Sarah, co-own J.L. Childress and  
12 oversee its daily operations. J.L. Childress offers a range of parenting products and accessories  
13 tailored for the unique needs of modern parents. With a line of more than forty products  
14 distributed both domestically and internationally, J.L. Childress is a worldwide leader in the  
15 juvenile product industry. Products made by J.L. Childress include travel bags for strollers and  
16 car seats, portable changing pads, insulated bottle coolers, stroller organizers and accessories,  
17 and nursery and first aid accessories for babies. J.L. Childress products are sold internationally,  
18 as well as in major U.S. retailers such as Amazon.com. The J.L. Childress brand symbolizes  
19 not only high-quality and multi-functional products for parenting on-the-go, but also the  
20 authenticity and hard work of a real family: the Childress Family.

21       4.       J.L. Childress owns, manages, enforces, licenses, and maintains intellectual  
22 property, including various trademarks. Relevant to this Complaint, J.L. Childress owns a  
23 trademark for "JL Childress," Trademark No. 5,186,356, for use in connection with childcare  
24 travel accessories, among other goods (the "J.L. Childress trademark"):

<u>Mark</u>	<u>Registration No. (International Classes)</u>
	Reg. No. 5,186,356 (IC 018)

A true and correct copy of the registration certificate for the J.L. Childress trademark is attached as **Exhibit A**.

5. Every J.L. Childress product is not only marked with the brand's registered trademark logo, but also includes a personal letter from the Childress Family printed on the packaging. This personal greeting starts with "Hi, We're the Childress Family!" and thanks every customer who buys a J.L. Childress product for their support of this family-run, women-owned and truly entrepreneurial company. The J.L. Childress logo itself captures part of founder Jan Childress' signature, as her hand-written initials "j" and "l" curve together. J.L. Childress is more than just a brand. It is a mother's name and a family's legacy.

6. From 2018 to 2020, Defendants advertised, marketed, offered, and sold counterfeit J.L. Childress products in the Amazon stores, using J.L. Childress' registered trademarks, without authorization, to deceive customers about the authenticity and origin of the products and the products' affiliation with J.L. Childress.

7. As a result of their illegal actions, Defendants have infringed and misused J.L. Childress' intellectual property ("IP"), willfully deceived and harmed Amazon, J.L. Childress, and their customers, compromised the integrity of Amazon's stores, and undermined the trust that customers place in Amazon and J.L. Childress. Defendants' illegal actions have caused Amazon and J.L. Childress to expend significant resources to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to Amazon, J.L. Childress, and their customers.

## II. PARTIES

8. Amazon.com, Inc. is a Delaware corporation with its principal place of business in Seattle, Washington. Through its subsidiaries, Amazon.com, Inc. owns and operates the

1 Amazon.com website, counterpart international websites, and Amazon stores (collectively,  
2 “Amazon”).

3 9. J.L. Childress is a California corporation with its principal place of business in  
4 Orange, California.

5 10. Defendants are a collection of individuals, both known and unknown, that  
6 conspired and operated in concert with each other to engage in the counterfeiting scheme  
7 alleged in this Complaint.

8 11. On information and belief, Defendant Tang Zhi (“Tang”), d/b/a Kelvee, is an  
9 individual who resides in China who personally participated in and/or had the right and ability  
10 to supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a  
11 direct financial benefit from that wrongful conduct.

12 12. On information and belief, Defendant Jielong Zheng (“J. Zheng”), d/b/a Kelvee,  
13 is an individual who resides in China who personally participated in and/or had the right and  
14 ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and  
15 derived a direct financial benefit from that wrongful conduct.

16 13. On information and belief, Defendant Zheng Song Jiang (“J.S. Zheng”), d/b/a  
17 Mibim, is an individual who resides in China who personally participated in and/or had the  
18 right and ability to supervise, direct, and control the wrongful conduct alleged in this  
19 Complaint, and derived a direct financial benefit from that wrongful conduct.

20 14. On information and belief, Defendant Pan Yong Jie (“Pan”), d/b/a Haioumo, is  
21 an individual who resides in China who personally participated in and/or had the right and  
22 ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and  
23 derived a direct financial benefit from that wrongful conduct.

24 15. On information and belief, Defendant Zhao Yinhang (“Zhao”), d/b/a Baby  
25 Artifact, is an individual who resides in China who personally participated in and/or had the  
26 right and ability to supervise, direct, and control the wrongful conduct alleged in this  
27 Complaint, and derived a direct financial benefit from that wrongful conduct.

1           16.     On information and belief, Defendant Zhang Qi (“Q. Zhang”), d/b/a Baby  
2     Artifact, is an individual who resides in China who personally participated in and/or had the  
3     right and ability to supervise, direct, and control the wrongful conduct alleged in this  
4     Complaint, and derived a direct financial benefit from that wrongful conduct.

5           17.     On information and belief, Defendant Li Shuang Yin (“Li”), d/b/a Baby Artifact,  
6     is an individual who resides in China who personally participated in and/or had the right and  
7     ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and  
8     derived a direct financial benefit from that wrongful conduct.

9           18.     On information and belief, Defendant Suuan Yuadn (“Suuan”), d/b/a Baby  
10    Artifact, is an individual who resides in China who personally participated in and/or had the  
11    right and ability to supervise, direct, and control the wrongful conduct alleged in this  
12    Complaint, and derived a direct financial benefit from that wrongful conduct.

13          19.     On information and belief, Defendant Chen Guangzhao (“Chen”), d/b/a  
14    Ceciltga, is an individual who resides in China who personally participated in and/or had the  
15    right and ability to supervise, direct, and control the wrongful conduct alleged in this  
16    Complaint, and derived a direct financial benefit from that wrongful conduct.

17          20.     On information and belief, Defendant Carolyn Meyer (“Meyer”), d/b/a Ceciltga,  
18    is an individual who resides in China who personally participated in and/or had the right and  
19    ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and  
20    derived a direct financial benefit from that wrongful conduct.

21          21.     On information and belief, Defendant Zhang Jin Yong (“Y.J. Zhang”), d/b/a  
22    Spenceria, is an individual who resides in China who personally participated in and/or had the  
23    right and ability to supervise, direct, and control the wrongful conduct alleged in this  
24    Complaint, and derived a direct financial benefit from that wrongful conduct.

25          22.     On information and belief, Defendants Does 1-10 (the “Doe Defendants”) are  
26    individuals and entities working in active concert with each other and the named Defendants to  
27

1 knowingly and willfully manufacture, import, advertise, market, offer, and sell counterfeit J.L.  
2 Childress products. The identities of Does 1-10 are presently unknown to Plaintiffs.

### 3 **III. JURISDICTION AND VENUE**

4 23. The Court has subject matter jurisdiction over Amazon and J.L. Childress'  
5 Lanham Act claims for 1) trademark infringement; and 2) false designation and false  
6 advertising pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). The Court has  
7 subject matter jurisdiction over Amazon and J.L. Childress' claim for violation of the  
8 Washington Consumer Protection Act pursuant to 28 U.S.C. §§ 1332 and 1367.

9 24. The Court has personal jurisdiction over all Defendants because they transacted  
10 business and committed tortious acts within and directed to the State of Washington, and  
11 Amazon's and J.L. Childress' claims arise from those activities. Defendants affirmatively  
12 undertook to do business with Amazon, a corporation with its principal place of business in  
13 Washington, and sold through its stores products bearing counterfeit versions of the J.L.  
14 Childress trademark and which otherwise infringed J.L. Childress' IP. Defendants shipped  
15 products bearing counterfeit versions of the J.L. Childress trademark to consumers in  
16 Washington. Each of the Defendants committed, or facilitated the commission of, tortious acts  
17 in Washington and has wrongfully caused Amazon and J.L. Childress substantial injury in  
18 Washington.

19 25. Further, the named Defendants have consented to the jurisdiction of this Court  
20 by agreeing to the Amazon Services Business Solutions Agreement ("BSA"), which provides  
21 that the "Governing Courts" for claims to enjoin infringement or misuse of intellectual property  
22 rights are state or federal courts located in King County, Washington.

23 26. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a  
24 substantial part of the events giving rise to the claims occurred in the Western District of  
25 Washington.

26 27. Venue is proper in this Court also with respect to Defendants by virtue of the  
27 allegations stated in paragraph 24 above, which are incorporated herein.

28. Pursuant to Local Civil Rule 3(d), intra-district assignment to the Seattle Division is proper because the claims arose in this Division, where (a) Amazon resides, (b) injuries giving rise to suit occurred, and (c) Defendants directed their unlawful conduct.

#### IV. FACTS

### A. Amazon's Efforts to Prevent the Sale of Counterfeit Goods

29. Amazon works hard to build and protect the reputation of its stores as places where customers can conveniently select from a wide array of authentic goods and services at competitive prices. Amazon invests a vast amount of resources to ensure that when customers make purchases through Amazon's stores—either directly from Amazon or from one of its millions of third-party sellers—customers receive authentic products made by the true manufacturer of those products.

30. A small number of bad actors seeks to take advantage of the trust customers place in Amazon by attempting to create Amazon Selling Accounts to advertise, market, offer, and sell counterfeit products. These bad actors seek to misuse and infringe the trademarks and other IP of the true manufacturers of those products to deceive Amazon and its customers. This unlawful and expressly prohibited conduct undermines the trust that customers, sellers, and manufacturers place in Amazon, and tarnishes Amazon's brand and reputation, thereby causing irreparable harm.

31. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly innovating on behalf of customers and working with brands, manufacturers, rights owners, and others to improve the detection and prevention of counterfeit products ever being offered to customers through Amazon's stores. Amazon employs dedicated teams of software engineers, research scientists, program managers, and investigators to prevent counterfeits from being offered in Amazon's stores. Amazon's systems automatically and continuously scan thousands of data points to detect and remove counterfeits from its stores and to terminate the Selling Accounts of bad actors before they can offer counterfeit products. Each week Amazon monitors more than 45 million pieces of feedback it receives from customers, rights owners,



1 regulators, and selling partners. When Amazon identifies issues based on this feedback, it  
2 takes action to address them. Amazon uses this intelligence also to improve its proactive  
3 prevention controls.

4 32. In 2017, Amazon launched the Amazon Brand Registry, a free service to any  
5 rights owner with a government-registered trademark, regardless of the brand's relationship  
6 with Amazon. Brand Registry delivers automated brand protections that use machine learning  
7 to predict infringement and proactively protect brands' IP. Brand Registry also provides a  
8 powerful Report a Violation Tool that allows brands to search for and accurately report  
9 potentially infringing products using state-of-the-art image search technology. More than  
10 350,000 brands, including J.L. Childress, are enrolled in Brand Registry, and those brands are  
11 finding and reporting 99% fewer suspected infringements since joining Brand Registry.

12 33. In 2018, Amazon launched Transparency, a product serialization service that  
13 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can  
14 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,  
15 law enforcement, and customers to determine the authenticity of any Transparency-enabled  
16 product, regardless of where the product was purchased. Since Transparency's launch in 2018,  
17 over 7,500 brands have enrolled, protecting brands and customers from counterfeits being sold  
18 in the Amazon stores.

19 34. In 2019, Amazon launched Amazon Project Zero, a program to empower brands  
20 to help Amazon drive counterfeits to zero. Amazon Project Zero introduced a novel self-  
21 service counterfeit removal tool that enables brands to remove counterfeit listings directly from  
22 Amazon stores. This enables brands to take down counterfeit product offerings on their own  
23 within minutes. Since the program launched in 2019, over 9,000 brands have enrolled.

24 35. In addition to these measures, Amazon actively cooperates with rights owners  
25 and law enforcement to identify and prosecute bad actors suspected of engaging in illegal  
26 activity. Lawsuits, like this one, are integral components of Amazon's efforts to combat  
27 counterfeits.



**B. J.L. Childress and Its Anti-Counterfeiting Efforts**

36. J.L. Childress goes to great lengths to protect consumers from counterfeits of its products, and is committed to leading efforts to combat counterfeit products. J.L. Childress utilizes both internal and external resources to combat counterfeits, piracy and distribution abuse online. This includes trained internal staff who consistently monitor online retailer sites around the world for IP infringements and counterfeit sellers. J.L. Childress also works with a third-party brand protection service vendor on the detection and removal of product listings violating J.L. Childress' intellectual property rights. Protecting the J.L. Childress trademark is more than just a business function, it is safeguarding the exploitation of a mother's name and a family's legacy.

37. J.L. Childress is currently enrolled in Amazon Brand Registry and Project Zero, and is also a participant in the Amazon Transparency program. J.L. Childress began actively using the tools and protections provided by these programs after and in response to the counterfeiting activity described in this Complaint.

**C. Defendants Created Amazon Selling Accounts and Agreed Not to Sell Counterfeit Goods**

38. Defendants controlled and operated the six Amazon Selling Accounts detailed in section D below through which they sought to advertise, market, sell, and distribute counterfeit J.L. Childress products. In connection with these Selling Accounts, Defendants provided names, email addresses, and banking information for each account.

39. To become a third-party seller in Amazon's stores, sellers are required to agree to the BSA, which governs the applicant's access to and use of Amazon's services and states Amazon's rules for selling through the website. By entering into the BSA, each seller represents and warrants that it "will comply with all applicable laws in [the] performance of [its] obligations and exercise of [its] rights" under the BSA. A true and correct copy of the applicable version of the BSA, namely, the version when Defendants last used Amazon's Services, is attached as **Exhibit B**.

1           40.    The BSA incorporates and sellers therefore agree to be bound by Amazon's  
2 Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit C**. The  
3 Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon  
4 stores:

- 5           • The sale of counterfeit products is strictly prohibited.
- 6           • You may not sell any products that are not legal for sale, such as products  
7           that have been illegally replicated, reproduced, or manufactured[.]
- 8           • You must provide records about the authenticity of your products if Amazon  
9           requests that documentation[.]

10           Failure to abide by this policy may result in loss of selling privileges, funds  
11           being withheld, destruction of inventory in our fulfillment centers, and other  
12           legal consequences.

13           *Id.*

14           41.    Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment  
15           to preventing the sale and distribution of counterfeit goods in Amazon stores together with the  
16           consequences of doing so:

- 17           • **Sell Only Authentic and Legal Products.** It is your  
18           responsibility to source, sell, and fulfill only authentic  
19           products that are legal for sale. Examples of prohibited  
20           products include:
  - 21           ○ Bootlegs, fakes, or pirated copies of products or content
  - 22           ○ Products that have been illegally replicated, reproduced,  
23           or manufactured
  - 24           ○ Products that infringe another party's intellectual property  
25           rights
- 26           • **Maintain and Provide Inventory Records.** Amazon may  
27           request that you provide documentation (such as invoices)  
            showing the authenticity of your products or your  
            authorization to list them for sale. You may remove pricing  
            information from these documents, but providing documents  
            that have been edited in any other way or that are misleading  
            is a violation of this policy and will lead to enforcement  
            against your account.
- **Consequences of Selling Inauthentic Products.** If you sell  
            inauthentic products, we may immediately suspend or  
            terminate your Amazon selling account (and any related

accounts), destroy any inauthentic products in our fulfillment centers at your expense, and/or withhold payments to you.

- Amazon Takes Action to Protect Customers and Rights Owners. Amazon also works with manufacturers, rights holders, content owners, vendors, and sellers to improve the ways we detect and prevent inauthentic products from reaching our customers. As a result of our detection and enforcement activities, Amazon may:
  - Remove suspect listings.
  - Take legal action against parties who knowingly violate this policy and harm our customers. In addition to criminal fines and imprisonment, sellers and suppliers of inauthentic products may face civil penalties including the loss of any amounts received from the sale of inauthentic products, the damage or harm sustained by the rights holders, statutory and other damages, and attorney's fees.
- Reporting Inauthentic Products. We stand behind the products sold on our site with our A-to-z Guarantee, and we encourage rights owners who have product authenticity concerns to notify us. We will promptly investigate and take all appropriate actions to protect customers, sellers, and rights holders. You may view counterfeit complaints on the Account Health page in Seller Central.

*Id.*

42. When they registered as a third-party seller in Amazon's stores, and established their Selling Accounts, Defendants agreed not to advertise, market, offer, sell or distribute counterfeit products.

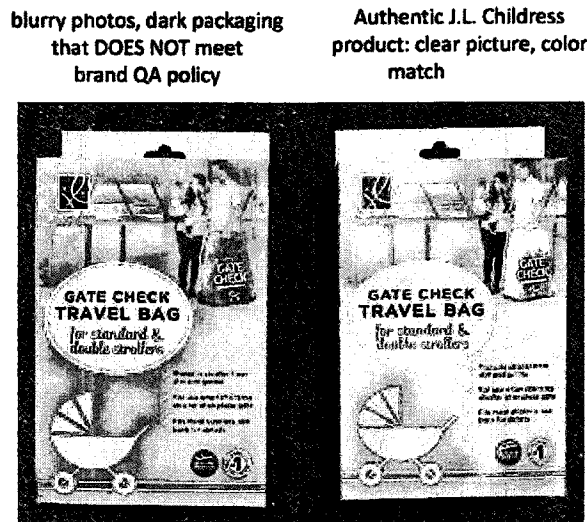
**D. Test Purchases from Defendants' Selling Accounts**

43. Defendants advertised, marketed, offered, and sold J.L. Childress-branded products in the Amazon stores. J.L. Childress has conducted multiple test purchases from the Defendants' Selling Accounts and determined that the products are counterfeit and each bears a counterfeit J.L. Childress registered trademark.

**Selling Account #1 – Kelvee**

44. At all times described herein, Selling Account Kelvee was controlled and operated by Defendants Tang and J. Zheng and, on information and belief, other parties, known and unknown.

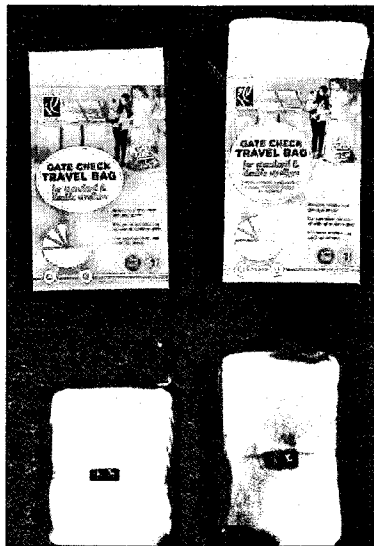
45. On September 17, 2019, J.L. Childress conducted a test purchase from Selling Account Kelvee for what was advertised as a J.L. Childress branded Gate Check Bag for Standard & Double Strollers. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:



46. On October 1, 2019, J.L. Childress conducted a test purchase from Selling Account Kelvee for what was advertised as a J.L. Childress branded Gate Check Bag for Standard & Double Strollers. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:

blurry photos, dark  
coloration DOES NOT  
meet  
brand color printing  
QA policy

Product is folded  
incorrectly and stuff  
pouch is too small.



Authentic J.L. Childress

47. On November 8, 2019, J.L. Childress conducted a test purchase from Selling Account Kelvee for what was advertised as a J.L. Childress branded Gate Check Bag for Umbrella Strollers. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:

blurry photos, dark packaging  
that DOES NOT meet  
brand QA policy

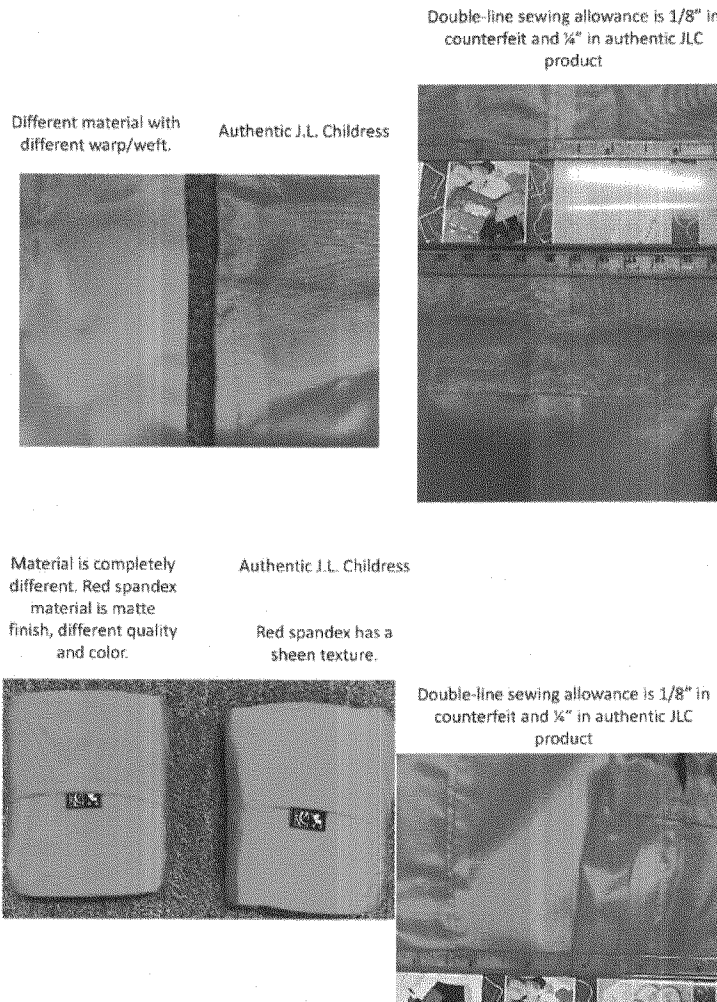
Authentic J.L. Childress  
product: clear picture, color  
match



48. On November 12, 2019, J.L. Childress conducted a test purchase from Selling Account Kelvee for what was advertised as a J.L. Childress branded Gate Check Bag for



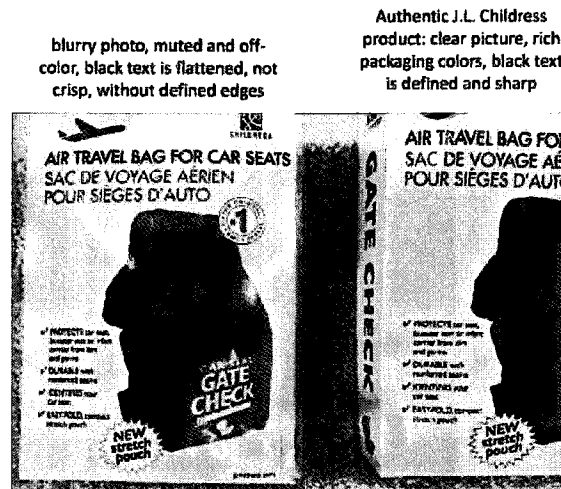
Standard & Double Strollers and what was advertised as a J.L. Childress branded Gate Check Bag for Umbrella Strollers. Defendants shipped to J.L. Childress products that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined these products and determined that they are counterfeit. A depiction comparing the counterfeit products supplied by Defendants with authentic versions of those products follows:



### Selling Account #2 – Mibim

49. At all times described herein, Selling Account Mibim was controlled and operated by Defendant J.S. Zheng and, on information and belief, other parties, known and unknown.

50. On July 30, 2019, J.L. Childress conducted a test purchase from Selling Account Mibim for what was advertised as a J.L. Childress branded Gate Check Bag for Car Seats. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product and an authentic version of the product follows:

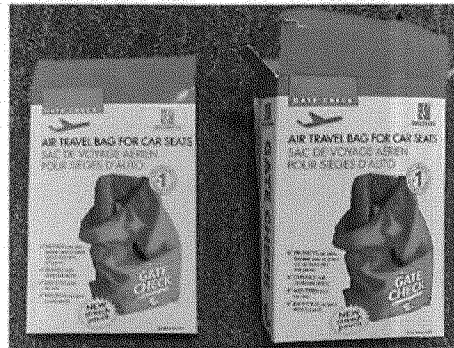


51. On September 17, 2019, J.L. Childress conducted a test purchase from Selling Account Mibim for what was advertised as a J.L. Childress branded Gate Check Bag for Car Seats. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants and an authentic version of the product follows:



blurry photos, muted and off-color photos DO NOT meet brand QA policy

Authentic J.L. Childress product: clear picture, rich packaging colors meet brand standards



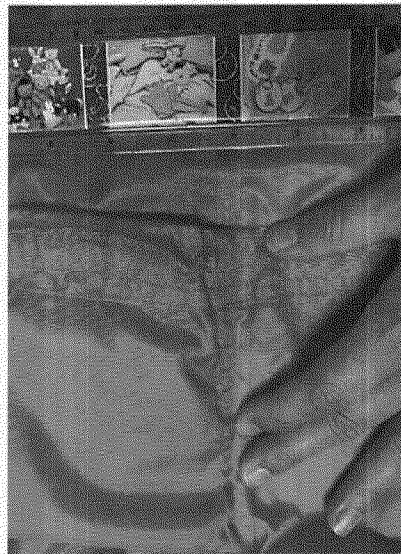
52. On October 7, 2019, J.L. Childress conducted a test purchase from Selling Account Mibim for what was advertised as a J.L. Childress branded Gate Check Bag for Car Seats. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:

Counterfeit

1/8" double-line sewing

Authentic J.L.  
Childress

1/4" double-line sewing



### **Selling Account #3 – Haioumo**

53. At all times described herein, Selling Account Haioumo was controlled and operated by Defendant Pan and, on information and belief, other parties, known and unknown.



54. In November 2019, J.L. Childress observed on Selling Account Haioumo a high volume of sales of products advertised as J.L. Childress branded Gate Check Bags for Standard & Double Strollers, Gate Check Bags for Car Seats, and Gate Check Bags for Umbrella Strollers. This volume of sales significantly exceeded the volume of authentic J.L. Childress products any distributor could conceivably have available based on J.L. Childress' distribution channels and manufacturing volumes, leading J.L. Childress to conclude that the products were counterfeit.

**Selling Account #4 – Baby Artifact f/k/a Suuan Yuadn (collectively, “Baby Artifact”)**

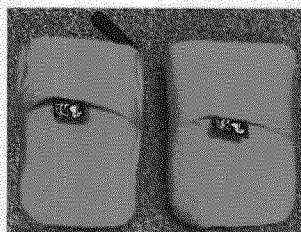
55. At all times described herein, Selling Account Baby Artifact was controlled and operated by Defendants Zhao, Q. Zhang, Li, and Suuan and, on information and belief, other parties, known and unknown.

56. On July 30, 2019, J.L. Childress conducted a test purchase from Selling Account Baby Artifact for what was advertised as a J.L. Childress branded Gate Check Bag for Car Seats. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:

Material is completely different. Red spandex material is matte finish, different quality and color.

Authentic J.L. Childress

Red spandex has a sheen texture.



57. On August 14, 2019, J.L. Childress conducted a test purchase from Selling Account Baby Artifact for what was advertised as a J.L. Childress branded Gate Check Bag for Car Seats. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:

blurry photos, dark packaging  
that DOES NOT meet  
brand QA policy

Authentic J.L. Childress  
product: clear picture, color  
match



58. On October 18, 2019, J.L. Childress conducted a test purchase from Selling Account Baby Artifact for what was advertised as a J.L. Childress branded Gate Check Bag for Car Seats. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:



blurry photos, dark  
coloration DOES NOT  
meet  
brand color printing  
QA policy

Product is folded  
incorrectly; stuff pouch  
is incorrect  
dimensions.



Authentic J.L. Childress

**Selling Account #5 – Ceciltga f/k/a Carolyn Meyer (collectively, “Ceciltga”)**

59. At all times described herein, Selling Account Ceciltga was controlled and operated by Defendants Chen and Meyer and, on information and belief, other parties, known and unknown.

60. On September 17, 2019, J.L. Childress conducted a test purchase from Selling Account Ceciltga for what was advertised as a J.L. Childress branded Gate Check Bag for Umbrella Strollers. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:



blurry photos, dark packaging  
that DOES NOT meet  
brand QA policy

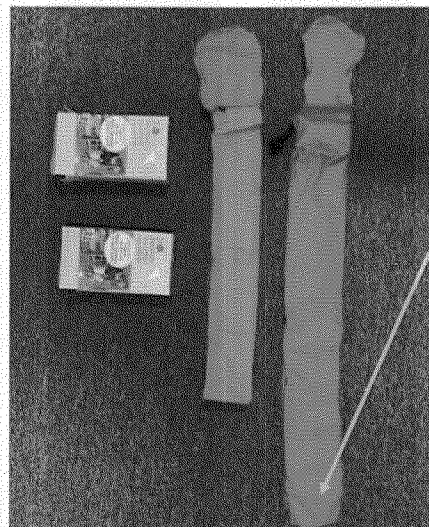
Authentic J.L. Childress  
product: clear picture, color  
match



61. On October 1, 2019, J.L. Childress conducted a test purchase from Selling Account Ceciltga for what was advertised as a J.L. Childress branded Gate Check Bag for Umbrella Strollers. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:

Counterfeit

Bag is folded  
incorrectly.



Authentic J.L. Childress

When unfolded, bag is  
longer.



**Selling Account #6 – Spenceria**

62. At all times described herein, Selling Account Spenceria was controlled and operated by Defendant Y.J. Zhang and, on information and belief, other parties, known and unknown.

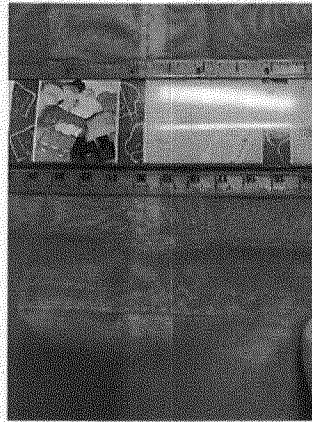
63. On October 1, 2019, J.L. Childress conducted a test purchase from Selling Account Spenceria for what was advertised as a J.L. Childress branded Gate Check Bag for Car Seats. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:

blurry photos, muted and off-color photos DO NOT meet brand QA policy	Authentic J.L. Childress product: clear picture, rich packaging colors meet brand standards
---	---



64. On November 12, 2019, J.L. Childress conducted a test purchase from Selling Account Spenceria for what was advertised as a J.L. Childress branded Gate Check Bag for Car Seats. Defendants shipped to J.L. Childress a product that bore the J.L. Childress trademark and other indications of its brand. J.L. Childress has examined the product and determined that it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an authentic version of the product follows:

Double-line sewing allowance is 1/8" in  
counterfeit and 1/4" in authentic JLC  
product



**E. Defendants' Coordinated Sale of Counterfeit J.L. Childress Products**

65. On information and belief, Defendants operated in concert with one another in their counterfeiting activities including, in some instances, sourcing their counterfeits from the same supplier and using common logistics companies to illegally import the counterfeits into and within the United States.

**F. Amazon and J.L. Childress Shut Down Defendants' Accounts**

66. By selling counterfeit J.L. Childress products, Defendants falsely represented to Amazon and its customers that the products Defendants sold were genuine products made by J.L. Childress. Defendants also knowingly and willfully used J.L. Childress' IP in connection with the advertisement, marketing, distribution, offering for sale, and sale of counterfeit J.L. Childress products.

67. At all times, Defendants knew they were prohibited from violating third-party IP rights or any applicable laws while selling products in Amazon's stores. Defendants have deceived Amazon's customers and Amazon, infringed and misused the IP rights of J.L. Childress, harmed the integrity of and customer trust in Amazon's stores, and tarnished Amazon's and J.L. Childress' brands.

68. Amazon, after receiving notice from J.L. Childress, verified Defendants' unlawful sale of counterfeit J.L. Childress products and promptly blocked Defendants' Selling



Accounts. In doing so, Amazon exercised its rights under the BSA to protect customers and the reputations of Amazon and J.L. Childress.

## V. CLAIMS

### FIRST CLAIM

*(by J.L. Childress against all Defendants)*  
**Trademark Infringement – 15 U.S.C. § 1114**

69. Plaintiff J.L. Childress incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

70. Defendants' activities constitute infringement of the J.L. Childress trademark as described in the paragraphs above.

71. J.L. Childress advertises, markets, offers, and sells its products using the J.L. Childress trademark described above and uses that trademark to distinguish its products from the products and related items of others in the same or related fields.

72. Because of J.L. Childress' long, continuous, and exclusive use of the J.L. Childress trademark identified in this Complaint, the trademark has come to mean, and is understood by customers and the public to signify, products from J.L. Childress.

73. Defendants unlawfully advertised, marketed, offered, and sold products bearing counterfeit versions of the J.L. Childress trademark with the intent and likelihood of causing customer confusion, mistake, and deception as to the products' source, origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that the products originated from, were affiliated with, and/or were authorized by J.L. Childress and likely caused such erroneous customer beliefs.

74. As a result of Defendants' wrongful conduct, J.L. Childress is entitled to recover its actual damages, Defendants' profits attributable to the infringement, and treble damages and attorney fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, J.L. Childress is entitled to statutory damages under 15 U.S.C. § 1117(c).

75. J.L. Childress is further entitled to injunctive relief, including an order impounding all infringing products and promotional materials in Defendants' possession. J.L.

1 Childress has no adequate remedy at law for Defendants' wrongful conduct because, among  
 2 other things: (a) the J.L. Childress trademark is unique and valuable property that has no  
 3 readily determinable market value; (b) Defendants' infringement constitutes harm to J.L.  
 4 Childress and J.L. Childress' reputation and goodwill such that J.L. Childress could not be  
 5 made whole by any monetary award; (c) if Defendants' wrongful conduct is allowed to  
 6 continue, the public is likely to become further confused, mistaken, or deceived as to the  
 7 source, origin, or authenticity of the infringing materials; and (d) Defendants' wrongful  
 8 conduct, and the resulting harm to J.L. Childress, is likely to be continuing.

9 **SECOND CLAIM**

10 *(by J.L. Childress against all Defendants)*

11 **False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)**

12 76. Plaintiff J.L. Childress incorporates by reference the allegations of the preceding  
 paragraphs as though set forth herein.

13 77. J.L. Childress owns the J.L. Childress trademark and advertises, markets, offers,  
 14 and sells its products using the trademark described above and uses the trademark to distinguish  
 15 its products from the products and related items of others in the same or related fields.

16 78. Because of J.L. Childress' long, continuous, and exclusive use of the J.L.  
 17 Childress trademark, it has come to mean, and is understood by customers, end users, and the  
 18 public, to signify products from J.L. Childress.

19 79. Defendants' wrongful conduct includes the infringement of the J.L. Childress  
 20 trademark in connection with Defendants' commercial advertising or promotion, and offering  
 21 for sale and sale, of counterfeit J.L. Childress products in interstate commerce.

22 80. In advertising, marketing, offering, and selling products bearing counterfeit  
 23 versions of the J.L. Childress trademark, Defendants have used, and on information and belief  
 24 continue to use, the trademark referenced above to compete unfairly with J.L. Childress and to  
 25 deceive customers. Upon information and belief, Defendants' wrongful conduct misleads and  
 26 confuses customers and the public as to the origin and authenticity of the goods and services  
 27

1 advertised, marketed, offered, or sold in connection with the J.L. Childress trademark and  
2 wrongfully trades upon J.L. Childress' goodwill and business reputation.

3 81. Defendants' conduct constitutes (a) false designation of origin, (b) false or  
4 misleading description, and (c) false or misleading representation that products originate from  
5 or are authorized by J.L. Childress, all in violation of 15 U.S.C. § 1125(a)(1)(A).

6 82. Defendants' conduct also constitutes willful false statements in connection with  
7 goods and/or services distributed in interstate commerce in violation of 15 U.S.C.  
8 § 1125(a)(1)(B).

9 83. J.L. Childress is entitled to an injunction against Defendants, their officers,  
10 agents, representatives, servants, employees, successors and assigns, and all other persons in  
11 active concert or participation with them, as set forth in the Prayer for Relief below.  
12 Defendants' acts have caused irreparable injury to J.L. Childress. The injury to J.L. Childress  
13 is irreparable, and on information and belief, is continuing. An award of monetary damages  
14 cannot fully compensate J.L. Childress for its injuries, and J.L. Childress lacks an adequate  
15 remedy at law.

16 84. J.L. Childress is further entitled to recover Defendants' profits, J.L. Childress'  
17 damages for its losses, and J.L. Childress' costs to investigate and remediate Defendants'  
18 conduct and bring this action, including its attorney's fees, in an amount to be determined. J.L.  
19 Childress is also entitled to the trebling of any damages award as allowed by law.

### 20 **THIRD CLAIM**

21 *(by Amazon against all Defendants)*

#### 22 **False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)**

23 85. Plaintiff Amazon incorporates by reference the allegations of the preceding  
24 paragraphs as though set forth herein.

25 86. Amazon's reputation for trustworthiness is at the heart of its relationship with  
26 customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation  
27 because they undermine and jeopardize customer trust in Amazon stores.

1           87.     Specifically, Defendants deceived Amazon and its customers about the  
2 authenticity of the products they were advertising, marketing, offering, and selling, in direct  
3 and willful violation of the BSA and Amazon's Anti-Counterfeiting Policies. Defendants'  
4 deceptive acts were material to Amazon's decision to allow Defendants to sell their products in  
5 the Amazon stores because Amazon would not have allowed Defendants to do so but for their  
6 deceptive acts.

7           88.     In advertising, marketing, offering, and selling counterfeit J.L. Childress  
8 products in Amazon's stores, Defendants made false and misleading statements of fact about  
9 the origin, sponsorship, or approval of those products in violation of 15 U.S.C. § 1125(a)(1)(A).

10          89.     Defendants' acts also constitute willful false statements in connection with  
11 goods and/or services distributed in interstate commerce in violation of 15 U.S.C.  
12 § 1125(a)(1)(B).

13          90.     As described above, Defendants, through their illegal acts, have willfully  
14 deceived Amazon and its customers, jeopardized the trust that customers place in Amazon's  
15 stores, tarnished Amazon's brand and reputation, and harmed Amazon and its customers.  
16 Defendants' misconduct has also caused Amazon to expend significant resources to investigate  
17 and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from  
18 causing further harm to Amazon and its customers. Defendants' illegal acts have caused  
19 irreparable injury to Amazon and, on information and belief, that injury is ongoing at least to  
20 the extent that Defendants continue to establish seller accounts under different or false  
21 identities. An award of monetary damages alone cannot fully compensate Amazon for its  
22 injuries, and thus Amazon lacks an adequate remedy at law.

23          91.     Amazon is entitled to an injunction against Defendants, their officers, agents,  
24 representatives, servants, employees, successors and assigns, and all other persons in active  
25 concert or participation with them, as set forth in the Prayer for Relief below, along with its  
26 attorneys' fees and costs in bringing this lawsuit.

**FOURTH CLAIM**

*(by J.L. Childress and Amazon against all Defendants)*

**Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.**

92. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

93. Defendants' advertising, marketing, offering, and selling of counterfeit J.L. Childress products constitute an unfair method of competition and unfair and deceptive acts or practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

94. Defendants' advertising, marketing, offering, and selling of counterfeit J.L. Childress products harms the public interest by deceiving customers about the authenticity, origins, and sponsorship of the products.

95. Defendants' advertising, marketing, offering, and selling of counterfeit J.L. Childress products directly and proximately causes harm to and tarnished Plaintiffs' reputations and brands, and damages their business and property interests and rights.

96. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and recover their attorneys' fees and costs. J.L. Childress further seeks to recover its actual damages, trebled.

**VI. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully pray for the following relief:

A. That the Court issue an order permanently enjoining Defendants, their officers, agents, representatives, servants, employees, successors, and assigns, and all others in active concert or participation with them, from:

- (i) selling products in any of Amazon's stores;
- (ii) selling products to Amazon or any affiliate;
- (iii) opening or attempting to open any Amazon Selling Accounts;
- (iv) manufacturing, distributing, offering to sell, or selling any product using J.L. Childress' brand or trademarks, or which otherwise infringes J.L. Childress' intellectual property;

1 (v) assisting, aiding or abetting any other person or business entity in  
2 engaging or performing any of the activities referred to in subparagraphs  
3 (i) through (iv) above;

4 B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

5 C. That the Court enter an order pursuant to 15 U.S.C. § 1116 impounding all  
6 counterfeit and infringing products bearing the J.L. Childress trademark or that otherwise  
7 infringe J.L. Childress' IP, and any related materials, including business records, in  
8 Defendants' possession or under their control;

9 D. That the Court enter an order requiring Defendants to provide Plaintiffs a full  
10 and complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants'  
11 unlawful activities;

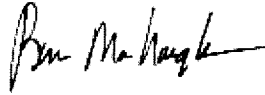
12 E. That Defendants be required to pay all general, special, and actual damages  
13 which J.L. Childress has sustained, or will sustain as a consequence of Defendants' unlawful  
14 acts, together with statutory damages, and that such damages be enhanced, doubled, or trebled  
15 as provided for by 15 U.S.C. § 1117(b), RCW 19.86.020, or otherwise allowed by law;

16 F. That Defendants be required to pay the costs of this action and Plaintiffs'  
17 reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C.  
18 § 1117, RCW 19.86.020, or otherwise allowed by law; and

19 G. That the Court grant Plaintiffs such other, further, and additional relief as the  
20 Court deems just and equitable.  
21  
22  
23  
24  
25  
26  
27

1 DATED this 10th day of August, 2020.

2 DAVIS WRIGHT TREMAINE LLP  
3 *Attorneys for Plaintiffs*

4   
5 By \_\_\_\_\_  
6 Bonnie E. MacNaughton, WSBA #36110

7   
8 \_\_\_\_\_  
9 Nathan W. Rouse WSBA #46433

10   
11 \_\_\_\_\_  
12 Rose McCarty, WSBA #54282

13 920 Fifth Avenue, Suite 3300  
14 Seattle, WA 98104-1604  
15 Tel: (206) 622-3150  
16 Fax: (206) 757-7700  
17 Email: bonniemacnaughton@dwt.com  
18 nathanrouse@dwt.com  
19 roseMcCarty@dwt.com  
20  
21  
22  
23  
24  
25  
26  
27